

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA**

ALAN KEELER,)
)
)
Plaintiff,)
)
vs.) Case No.: 13-CV-331-JED-PJC
)
)
SABER ACCEPTANCE)
CO., L.L.C.,)
)
Defendants.)

ERRATA/CORRECTION

This errata/correction is necessary due to the fact that Exhibit "A" referred to in the Counterclaim was not included as part of the .pdf file that was uploaded at the time of filing.

/s/ Chris Knight

Chris Knight
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CERTIFICATE OF SERVICE

I hereby certify that on July 17, 2013, I electronically transmitted the foregoing document to the Clerk of the Court using the ECF System for filing and transmittal of a Notice of Electronic Filing to the following ECF registrants:

Victor R. Wandres

I hereby certify that on _____, I served the same document by :

U.S. Postal Service

In Person Delivery

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On the following, who are not registered participants of the ECF System:

/s/ Chris Knight

Chris Knight

**UNITED STATES DISTRICT COURT
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ALAN KEELER,)
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SABER ACCEPTANCE)
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Defendants.)

ANSWER AND COUNTERCLAIM

Comes now the Defendant and as its Answer to the Plaintiff's Verified Amended Complaint states as follows:

1. Defendant admits the allegations of paragraphs 1 and 3.

2. Defendant lacks knowledge or information necessary to form a belief about the truth of the allegations in paragraphs 7, 8, 9, 10, and 11, and, therefore, deny the same.

3. Defendant denies the allegations of paragraphs 2, 4, 5, 6, 12, 14, 15, 16, 17, 18, 19, 21, 22, 23, and 24 as false.

4. Defendant cannot deny or admit paragraphs 13 or 20 because they simply incorporate other paragraphs by reference and each paragraph so incorporated has its own separate basis for admission or denial.

AFFIRMATIVE DEFENSES

Failure to State a Claim

5. The Complaint fails to state a claim upon which relief can be granted.

Failure to Join a Required Party

6. Equifax Information Services, L.L.C., can be made a party without depriving this Court of jurisdiction over the existing parties and its participation in this action is required under Rule 19.

Failure to State a Claim

7. The Complaint fails to state a claim upon which relief can be granted.

WHEREFORE, Defendant request that Plaintiff take nothing by way of his Complaint, that the action be dismissed based upon the defenses asserted in paragraphs 5, 6, and/or 7, and that the Defendant be awarded its attorney's fees and costs for defending this action.

COUNTERCLAIM

COMES NOW Saber Acceptance Co., L.L.C., and as its cause of action against the Defendant states that:

8. The Defendant executed and delivered to Regal Car Sales and Credit, LLC, a Retail Installment Sales Contract a copy of which is attached hereto as Exhibit "A" and incorporated by reference as if set forth in full herein. Said Retail Installment Sales Contract was subsequently assigned to the Plaintiff.

9. The Defendant has breached the terms of the aforesaid Retail Installment Sales Contract by failing, neglecting, and/or refusing to make the payments due pursuant to the terms of said contract. The contract specifies an interest rate of 21% after said default.

10. After giving the Defendant full credit for all payments, offsets, and all other credits, the amount due and owing to the Plaintiff is \$4,525.56.

11. Plaintiff is attempting to collect said debt and any information will be used for that purpose. Therefore, Plaintiff requests that the Court enter an Order, at the time of Judgment, directing the Oklahoma Employment Security Commission to produce employment information regarding the Defendant pursuant to 40 O.S. §4-508(D).

WHEREFORE, Saber Acceptance Co., L.L.C., demands judgment against the Plaintiff in the sum of \$4,525.56 together with interest, costs, and a reasonable attorney's fee.

/s/ Chris Knight

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On the following, who are not registered participants of the ECF System:

/s/ Chris Knight

Chris Knight

Chris Knight, P.C., has been retained by the current creditor, Saber Acceptance Co., L.L.C., to collect from you the entire balance of your debt. The amount set forth in the Petition was the total amount of the debt at the time when the creditor prepared the paperwork that was used by Chris Knight, P.C., to prepare the Petition. Additional interest may have accrued between the time that this paperwork was prepared and date on which the Petition was filed. This debt results from the failure to make payments pursuant to the terms of the Retail Installment Sales Contract attached to the Petition. This contract involved your purchase of the vehicle described in the Retail Installment Sales Contract from Regal Car Sales and Credit, L.L.C.

Federal law gives you thirty (30) days after you receive this document to dispute the validity of the debt or any part of it. If you don't dispute it within that period, we will assume that it is valid. If you do dispute that the debt, or any portion thereof, --by notifying us in writing to that effect--we will obtain verification of the debt and a copy of the proof of the debt will be mailed to you. If, within the same thirty (30) day time period, you request in writing the name and address of your original creditor, we will furnish you with that information. The original creditor was Regal Car Sales and Credit, L.L.C.

The law does not require us to wait until the end of the thirty (30) day period before taking further steps in this case against you in an effort to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty day period that begins with your receipt of this document, the law requires us to suspend our efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.

CHRIS KNIGHT, P.C., IS A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

RETAIL INSTALLMENT SALES CONTRACT

(With Security Agreement and Financing Statement — Non-Negotiable)

C4133B

DATE 11-16-2005

SELLER REGAL CAR SALES AND CREDIT

ADDRESS 4309 N.W. CACHE RD.
LAWTON, OK 73505

BUYER BRANDON WILSON

CO-BUYER _____

ADDRESS 5122 SW PARK AVE
LAWTON, OK 73505

Buyer hereby grants to Seller a Security Interest in the following described goods and services

Stock No. C4133B	Year 1998	Make DODGE	Model DURANGO	Vehicle Identification Number 1B4HS28Y1WF186699
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TRADE-IN DESCRIPTION		
YEAR 19	MAKE	MODEL
Vehicle Identification Number		

ITEMIZATION OF AMOUNT FINANCED		
1 CASH PRICE (INCLUDING, SERVICE, AND SERVICE CONTRACTS)		\$ 10,485.00
2 CASH DOWN PAYMENT	\$ 00.00	
3 DEFERRED DOWNPAYMENT	\$ 00.00	
4 TRADE-IN ALLOWANCE	, \$ 0	
5 PAY OFF ON TRADE VEHICLE	, \$ 0	
6 NET TRADE-IN CREDIT (4 minus 5)	, \$ 0	
7 TOTAL DOWN PAYMENT (2+3+6)	\$ 000.00	
8 AMOUNT FINANCE (1 minus 7)	\$ 485.00	

DEFERRED DOWNPAYMENT SCHEDULE	
AMOUNT	DATE DUE
\$ 500.00	11-16-2005
\$	
\$	
\$	

THE ADDITIONAL TERMS AND CONDITIONS CONTINUED ON THE REVERSE SIDE ARE A PART HEREOF AS IF SET FORTH AT THIS POINT.

REGAL CAR SALES AND CREDIT / LAWTON
Seller _____By: _____
Title: _____

You, the buyer, acknowledge that you have received, at the time of execution, a fully completed copy of the above RETAIL INSTALLMENT SALES CONTRACT.

Buyer _____

Co-Buyer _____

EXHIBIT

A

tables®

TERMS AND CONDITIONS

Meaning of Words: The words "you" and "your" mean the Buyer and any Co-Buyer. The words "we", "our" and "us" means REGAL MOTORS COMPANY INCORPORATED, it assigns and/or successors in interest.

Responsibility Of Buyer And Co-Buyer And Promise To Pay: Each person who signs this agreement is equally responsible for keeping all of the promises in this contract. You promise to pay to us the TOTAL OF PAYMENTS in consecutive payments at the times and in the amounts shown in the payment schedule.

Our Remedies In The Event Of Default Or Late Payment: If you fail to make any payment as it is due (the due dates are specified on the front of this agreement), we have the right to take any, all, or any combination of the following actions:

1. **We Can Charge And Collect A Late Charge** of 5% of the unpaid payment amount or \$11.50, whichever is less, for each late payment. A charge in the maximum amount allowed by law can be assessed for each check, negotiable order of withdrawal, or share draft issued by you which is dishonored or otherwise returned unpaid by any bank, credit union, or other depository institution; and/or.
2. **We Can Repossess The Vehicle.** You authorize us to enter onto your property, or the property where the vehicle is stored, in order to repossess the vehicle so long as it is done peacefully. If there is any personal property lying loose in the vehicle, such as clothing, we will store it for you for up to 30 days. At the end of this 30 day period, we can sell or dispose of such personal property without accounting or paying any of the proceeds derived from the sale to you. You agree that the proceeds shall be paid to us in consideration for the cost of storing the items. Any accessories, equipment, or replacement parts which are not lying loose in the vehicles shall remain with the vehicle; and/or.
3. **We Can Declare The Entire Balance Due "This Is Called Acceleration".** If we declare the entire balance due, you are required to immediately pay the entire amount remaining unpaid at once. In addition to declaring the entire balance due, we will be allowed to exercise all of our rights under this contract (including, but limited to, repossession) as well as those rights granted to us under the Oklahoma Uniform Commercial Code and the Oklahoma Uniform Consumer Credit Code.

The decision to take any or all of the foregoing actions is within our sole discretion. In the event of default or late payment, we may refer this matter to an attorney for collection. If we refer this contract to an attorney, you agree to pay attorney's fees and such reasonable collection expenses and costs as may be permitted by law. After judgment, you agree to pay all amounts due. In the event of default or late payment, you agree that the entire unpaid balance will bear interest at the rate of 21%. You are in default if a payment is not made; If a payment is late; if you fail to maintain insurance on the vehicle; if you declare bankruptcy or if bankruptcy, insolvency, or receivership proceedings are commenced against you or your property; and/or in the event of any other act listed as an act of default elsewhere in the Agreement.

Security Interest: You agree that we may retain a security interest under the Uniform Commercial Code in the goods covered by this contract and that all rights of the parties to this agreement are controlled by the laws of Oklahoma including the Uniform Commercial Code and the Uniform Consumer Credit Code. This includes our right to repossess the goods covered by this contract after default, selling the goods and applying the money received at such sale to the unpaid balance.

Jurisdiction And Venue: You agree that any lawsuit, legal action, or proceeding may be brought in any state or federal court located in Tulsa County, State of Oklahoma. You hereby submit to the nonexclusive jurisdiction of such courts for the purpose of any such lawsuit, legal action, or other proceeding. You hereby irrevocably waive any objections which they may now have or may hereafter acquire to venue and hereby irrevocably waive any claim that any such lawsuit, legal action, or other proceeding has been brought in an inconvenient form.

Notice: The parties agree that any notices, including, but not limited to, notices regarding default, repossession, sale, or exercise of any other right granted to the Seller by the Retail Installment Sales Contract or applicable Oklahoma Statute, shall be sent to the Buyer, Co-Buyer, or us at the address on the front of this agreement. The parties agree that a notice sent to the address listed on the front of the Retail Installment Sales Contract will be conclusively and irrevocably presumed to have been received by that party. The parties further agree you may change the address for notices by sending a written notification of the change of address to us by certified mail, return receipt requested. In the absence of a return receipt showing that the notice of change of address was delivered, it shall be conclusively presumed that the address set forth on the Retail Installment Sales Contract remained the proper address for notices.

Getting the Vehicle Back After Repossession: If we repossess the vehicle you have the right to get it back (redeem) by paying the entire amount you owe on the contract (not just past due payments) plus any late charges, the cost of taking and storing the vehicle and other related expenses. Your right to redeem will end when the vehicle is sold.

Sale Of The Repossessed Vehicle: We will send you a written notice of sale at least 10 days before selling the vehicle. If you do not redeem the vehicle by the date on the notice, we can sell it. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of sale will be figured this way: Any late charges and any charges for taking and storing the vehicle, cleaning and advertising, etc., and any attorney fees and court costs will be subtracted from the selling price. If you owe us less than the net proceeds of sale, we will pay you the difference, unless required to pay it to someone else. In the event that the repossessed vehicle is sold, the parties to this agreement agree that the repossessed vehicle was sold in a "commercially reasonable manner" if it is sold at any "dealer only" auction.

Prepayment: You may pay more than is due at any time and can pay off the whole balance before maturity.

Property Will Remain Personal Property: You agree that the property will remain personal property.

This Contract Must Be Paid If The Property Is Destroyed Or Sold: Even if the property is stolen, lost, damaged, or destroyed, and even if you wrongfully sell, trade-in, or give away the property, you must pay off the contract in full.

Change In Terms Or Seller Not Enforcing Parts Of Agreement - Buyer Still Obligated- You remain obligated to repay the full amount of the contract even if the time for making the installments is extended or some other part of this contract is changed. Also, we can delay or refrain from enforcing any of our right under this contract without losing them. For example, we can extend the time for making some payments without extending others. Any change in terms of this contract must be in writing and signed by us. No oral changes are binding. If any part of this contract is not valid, all other parts will remain enforceable. We can elect to forego or take action based on the rights given to us in the paragraph entitled "Our Remedies In The Event Of Default Or Late Payment". Our decision to exercise one, some, or all of our rights in the event of a late payment or default does not restrict us to taking only those same actions in the event of a similar event of default or late payment in the future. We will have the right to determine whether we wish to exercise any, all, or any combination of our rights listed above at the event of each separate late payment or default.

Transfer Of This Contract To A Finance Company Or Other Party: We may transfer the ownership of this contract to a bank, finance company, or other party(ies); at any time. The finance company or other party(ies) shall be "holder(s) in due course". As a holder in due course, they will own all of the rights to the chattel paper created by the sale of the vehicle, which include but are not limited to the Retail Installment Sales Contract, security interest, and liens. If we do so, you will be obligated to make payments to the finance company or other party after the transfer. Also, the finance company or other party to which this contract is transferred will have all the rights that we have.

Property Insurance: Automobile insurance is required for the full term of the contract, at your expense, against the hazards of fire, theft, and accidental physical damage (including collision). This insurance must protect the interest of you and Seller. The policies issued by the Insurance Company will describe the terms and conditions. In Oklahoma where the Cash Price or Amount Financed is less than \$690, no insurance is required. YOU MAY CHOOSE THE PERSON THROUGH WHICH ANY INSURANCE IS OBTAINED. Failure to provide such insurance gives us the right to repossess the vehicle and/or declare the entire unpaid balance immediately due and payable.

Buyers Responsibilities / Residence Requirements: Buyer agrees to keep the described motor vehicle free of all taxes, liens and encumbrances, and all cost expended by us in release or discharge thereof shall be paid on demand. Buyer agrees to keep the described motor vehicle in good order and repair, and will not use said vehicle in violation of any statute or ordinance, or for hire, and will not, without express permission of Seller, permanently remove said vehicle from the state of Oklahoma. Said vehicle will be kept at Buyer's residence address as stated on the reverse side hereof and Buyer will notify Seller promptly of any change in the location of said residence.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IN THE EVENT THAT THE VEHICLE PURCHASED UNDER THIS CONTRACT IS DAMAGED IN A MOTOR VEHICLE ACCIDENT, YOU ARE OBLIGATED TO IMMEDIATELY NOTIFY US OF THE ACCIDENT. WE HAVE THIS RIGHT TO BE NOTIFIED SO THAT WE CAN PROTECT OUR INTEREST IN THE VEHICLE. IF YOU FAIL TO NOTIFY US THAT AN ACCIDENT HAS OCCURRED, WE CAN REPOSSESS THE VEHICLE AND DECLARE THE ENTIRE UNPAID BALANCE DUE AND PAYABLE AT ONCE.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.